



BEST AVAILABLE COPY

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

<b>REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>  To: Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450	Application Number	09/238,948
	Filing Date	January 27, 1999
	First Named Inventor	James D. Logan, et al.
	Art Unit	2611
	Examiner Name	Son P. HUYNH
	Attorney Docket No.	99,022

I hereby revoke all previous powers of attorney given in the above-identified application.			
<input type="checkbox"/> A Power of Attorney is submitted herewith. <b>OR</b>			
<input checked="" type="checkbox"/> I hereby appoint the practitioners associated with the Customer Number:		25235	
<input checked="" type="checkbox"/> Please change the correspondence address for the above-identified application to:			
<input checked="" type="checkbox"/> The address associated with the Customer Number:		25235	
<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	ZIP	
Country			
Telephone	Fax		
I am the:			
<input type="checkbox"/> Applicant/Inventor.			
<input checked="" type="checkbox"/> Assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)			
<b>SIGNATURE of Applicant or Assignee of Record</b>			
Name	Mark Pascarella		
Signature			
Date	4/4/06	Telephone	781-970-5500
NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*			
<input type="checkbox"/> *Total of <u>2</u> forms are submitted			



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: James D. Logan, et al.

Application No./Patent No.: 09/238,948

Filed/Issue Date: January 27, 1999

Entitled: APPARATUS AND METHODS FOR BROADCAST MONITORING AND FOR PROVIDING INDIVIDUAL PROGRAMMING

Gotuit Media Corp. a Delaware corporation (Type of Assignee, e.g., corp., partnership, university, government agency, etc.,)  
(name of Assignee)

states that it is:

1. ☒ the assignee of the entire right, title and interest; or

2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_%  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: James D. Logan, et al. To: Personal Audio, Inc. The document was recorded in the United States Patent and Trademark Office at Reel 008368, Frame 0689, or for which a copy thereof is attached.

2. From: Personal Audio, Inc. To: James D. Logan The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: James D. Logan To: James D. Logan and Kerry M. Logan Family Trust The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

4. From: James D. Logan and Kerry M. Logan Family Trust To: Gotuit Media, Inc. The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

5. From: Gotuit Media, Inc. To: Gotuit Audio, Inc. The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

6. From: Gotuit Audio, Inc. To: Gotuit Media Corp. The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date

4/4/06

Telephone Number  
781-970-5500

Mark Pascarella  
Typed or printed name

Signature

President

Title

SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, dated as of May 19, 1998, is by Personal Audio, Inc. ("Seller"), in favor of James D. Logan ("Buyer").

The Seller, in consideration for cancellation of the \$50,000 in principal and all accrued interest owed under the loan made by Buyer to Seller on March 4, 1998, evidenced by the promissory note attached hereto as Exhibit A, as well as cancellation of such additional loans as Buyer may make to Seller in the future to satisfy payment of Seller's debts, receipt and sufficiency of which is hereby acknowledged, hereby transfers, assigns, conveys and delivers to the Buyer all of the Seller's right, title and interest in and to (i) software program(s) and/or the business opportunities described in Schedule 1 (the "Programs"), and all proprietary rights therein, including all patent, copyright and trade secret rights, all patent applications relating thereto, and all technical information, documents, data, designs, prototypes and software relating to the Programs, and all copies or other inventory of the Programs; (ii) all business information and materials relating to the commercialization of the Programs, and all rights to commercialize the Programs in any manner; (iii) any trademarks listed in Schedule 1, if any (the "Trademarks"), together with the goodwill symbolized by the Trademarks, and all registrations or applications for registration thereof, and any domain name registrations or applications; and (iv) any other assets, property, furniture, equipment, accounts, contract rights, documents or instruments listed in Schedule 1 (all such items listed in Schedule 1, collectively, the "Purchased Assets").

For the above consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby constitutes and appoints Buyer, his successors and assigns, the true and lawful attorney(s) of Seller, with full power of substitution, for Seller and in Seller's name and stead or otherwise, by and on the behalf of and for the benefit of Buyer, his successors and assigns, to demand and receive from time to time any and all of the Purchased Assets hereby assigned, transferred, conveyed and delivered, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Seller or otherwise, but at the expense and for the benefit of Buyer, his successors and assigns, any and all proceedings at law, in equity or otherwise which Buyer, his successors and assigns, may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Purchased Assets, and to defend or compromise any and all actions, suits, or proceedings in respect of any of the Purchased Assets and to do all such acts and things in relation thereto as Buyer, his successors or assigns, shall deem desirable; and Seller hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

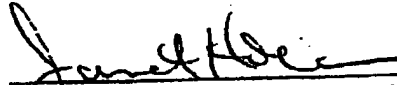
For the above consideration, Seller for itself and its successors and assigns has covenanted and by this Bill of Sale does covenant with Buyer, his successors and assigns, that Seller, and its respective successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, which are reasonable, for the better assuring, conveying and confirming unto Buyer, his successors, and assigns, the entire right, title and interest in the Purchased Assets as Buyer, his

successors, or assigns, shall reasonably require.

This Bill of Sale shall inure to the benefit of Buyer, his successors and assigns, and shall be binding upon Seller, its successors and assigns.

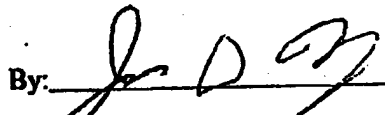
IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as an instrument under seal as of the date first above written.

PERSONAL AUDIO, INC.

  
By: Janet Holian, V.P. - Marketing

The undersigned Buyer hereby assumes all obligations of Seller in respect of the Purchased Assets and releases Seller from any and all obligations in respect thereof, and has caused this agreement to be executed as an instrument under seal as of the date first above written.

BUYER

By:   
Name: James D. Logan

## **OTHER ASSETS**

1. All personal computers
2. All inventory
3. All office supplies
4. All display racks
5. The Corporation's web site
6. Postage machine
7. All wrapping and shipping equipment
8. Two labelwriters
9. Two TASCAM recorders
10. DAT machine
11. Astromed label printer
12. One phasewriter and mixer
13. Two high speed duplication machines
14. All periodical subscriptions and saved printed publications
15. Accounts receivable owed by Patrick and WeatherRadio
16. All copy machines
17. One fax machine
18. All office furniture
19. All laser printers
20. All networking equipment
21. All accounting software
22. The Corporation's phone and voicemail system
23. The Corporation's "888" phone numbers
24. One refrigerator
25. One microwave oven
26. One scanner

SCHEDULE 1

PURCHASED ASSETS

BUSINESS

PROGRAMS

TRADEMARKS

"Personal Audio"

"ScienceTrack"

"Magazines-On-Tape"

*Sound Clips (domain name)*

# PROMISSORY NOTE

\$ 50,000 <sup>00</sup>/<sub>100</sub>  
(Principal Amount)

Dated: March 4 1998

at: Medford MA  
(City, State)

FOR VALUE RECEIVED, the Undersigned (jointly and severally, if the Undersigned is more than one) promises to pay to James Logan, or order,

at 81 Castle Hill Road, Windham NH  
(Address For Payment)

or such address as may be designated by any holder of the Note, the sum of Fifty thousand DOLLARS (\$ 50,000 <sup>00</sup>/<sub>100</sub>)

with interest thereon at the rate of Six percent (6.0 %) per annum on the unpaid balance from the above date until fully paid. The repayment of this note (including principal and interest) is due on June 1, 1998

1. This Note may be prepaid in whole or in part without penalty. If this note is payable on more than one date, prepayments shall be credited to the installments in the reverse order of their due dates.

2. In the event of the failure to make any payment when due, the holder of this Note may declare the entire principal balance and accrued interest immediately due and payable. Any overdue payment shall bear interest at the increased rate of 6 percent (6.0 %) per annum or the maximum rate permitted by law, whichever is lower.

3. All parties to this Note, including the Undersigned and any endorsers or guarantors jointly and severally waive presentment, notice of dishonor and diligence in collecting and all agree to remain fully obligated under the terms of this Note even if, without notice, the time for payment is extended; or the Note is renewed or modified; or one of the parties is released or discharged; or the release or substitution of any collateral given as security for the payment of the Note.

4. If this Note is not paid promptly in accordance with its terms, the Undersigned agrees to pay all costs of collection, including reasonable attorney fees. In the event that any judgment is obtained under this Note, the Undersigned waives to the extent permissible under law, the benefit of any law exempting their property or any part of it.

(Co-Maker's Signature)

(Address)

James Logan, President  
(Maker's Signature)

Personal Audio, Inc  
(Address) 13 Board Street  
Medford MA 01844

## ASSIGNMENT

JAMES D. LOGAN, an individual of New Hampshire ("Assignor") in consideration of the issuance to it by the Bernice C. Logan, Trustee of the James D. Logan and Kerry M. Logan Family Trust, U/A/D December 30, 1993 Trust ("Assignee") of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign and transfer unto said Assignee, its successors and assigns, all of Assignor's rights, title, and interest, together with all rights of priority, in and to certain inventions or improvements described and/or claimed in the following Letters Patent or applications for Letters Patent of the United States of America:

### ISSUED PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,721,827	Feb. 24, 1998	SYSTEM FOR ELECTRONICALLY DISTRIBUTING PERSONALIZED INFORMATION
5,732,216	Mar. 24, 1998	AUDIO MESSAGE EXCHANGE SYSTEM
5,371,551	Dec. 6, 1994	TIME DELAYED DIGITAL VIDEO SYSTEM USING CONCURRENT RECORDING AND PLAYBACK

### PENDING APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
08/724,806	October 2, 1996	AUDIO PROGRAM COMPILATION AND DISTRIBUTION SYSTEM
08/724,813	October 2, 1996	AUDIO PROGRAM PLAYER INDICATING A DYNAMIC PROGRAM SELECTION CONTROLLER
08/725,035	October 3, 1996	PERSONALIZED ELECTRONIC PROGRAMMING AND ADVERTISING DISTRIBUTION SYSTEM
08/723,641	October 3, 1996	SYSTEMS AND METHODS FOR COMPUTER ENHANCED BROADCAST MONITORING
08/726,303	October 3, 1996	AUGMENTED AUDIO PROGRAM DISTRIBUTION SYSTEM
08/780,669	January 7, 1997	SYSTEMS AND METHODS FOR MODIFYING BROADCAST PROGRAMMING

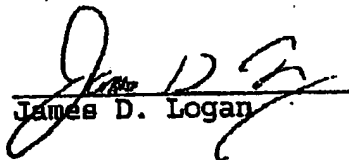


and as described and/or claimed in any and all applications for Letters Patent based thereon including divisionals, continuations and reissues thereof as well as all foreign counterparts thereof together with all Letters Patent issuing on any of the aforesaid applications for Letters Patent, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives to the full ends of the terms of all said Letters Patent therefor which may be granted.

Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said applications to Assignee.

Assignor further agrees, upon the request and at the expense of Assignee, its successors and assigns to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said Assignee, with specifications and claims in such form as shall be approved by the counsel of said Assignee and to vest and confirm in said Assignee, its successors and assigns, the legal title to all such patents.

WITNESS MY hand and seal this 28<sup>th</sup> day of May, 1998.

  
James D. Logan

## **ASSIGNMENT OF PATENT RIGHTS**

Whereas, I, Bernice C. Logan, of 32 Cardinal Road, Trumbull, CT, am the Trustee of the James D. Logan and Kerry M. Logan Family Trust, U/A/D December 30, 1993 Trust, which is hereinafter referred to as the "ASSIGNOR," and have the right to execute this assignment on behalf of the ASSIGNOR;

Whereas, ASSIGNOR is the sole owner of certain inventions or improvements (hereinafter the "INVENTIONS") described in the United States Patent and in the U.S. and International Patent Applications identified below:

1. U.S. Patent 5,892,536 issued on April 6, 1999 based on U.S. Patent Application Serial No. 08/723,641 filed on October 3, 1996, entitled "Systems and Methods for Computer Enhanced Broadcast Monitoring;"
2. U.S. Patent Application Serial No. 08/780,669 filed on January 7, 1997 entitled "Systems and Methods for Modifying Broadcast Programming;"
3. U.S. Patent Application Serial No. 09/211,541 filed on December 15, 1998, entitled "Systems and Methods for Enhanced Broadcast Monitoring;"
4. U.S. Patent Application Serial No. 09/238,948 filed January 27, 1999 entitled "Apparatus and Methods for Broadcast;"
5. International Patent Application No. PCT/US 99/01774 filed on January 27, 1999 entitled "Apparatus and Methods for Broadcast Monitoring and For Providing Individual Programming;" and
6. U.S. Patent Provisional Application Serial No. 60/126,758 filed on March 29, 1999 entitled "Electronic Music and Program Storage, Recognition, Management and Playback System."

Whereas, Gotuit Media, Inc. of 1100 Massachusetts Avenue, Arlington, MA 02476, a corporation of the State of Delaware, hereinafter the "ASSIGNEE," is desirous of acquiring the entire right, title and interest to the INVENTIONS;

Now, therefore, in consideration of the sum of one dollars (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, as

Trustee of and on behalf of the ASSIGNOR, by these presents I do sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and to the said INVENTIONS, together with all rights of priority, the same to be held and enjoyed by the said ASSIGNEE for its own use, and for its successors and assigns, to the full end of the term for which said Patent, and any patent issuing from such applications, is granted, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made.

ASSIGNOR hereby authorizes the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted on any of the above-identified applications for patent, or on any other application for patent claiming priority therefrom, to the ASSIGNEE.

Executed this 22<sup>nd</sup> day of October, 1999, at 31 Cardinal Circle, Trumbull, Ct  
10/22/99

Bernice C Logan

Bernice C. Logan, Trustee

The James D. Logan and Kerry M. Logan Family

Trust



**CERTIFICATE OF AMENDMENT TO RESTATED**

**CERTIFICATE OF INCORPORATION**

**OF**

**GOTUIT MEDIA, INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

Gotuit Media, Inc.

2. The Certificate of Incorporation of the Corporation, filed on July 8, 1999, as restated by Restated Certificate of Incorporation filed on November 4, 1999, and as amended on January 7, 2000, is further amended by deleting in its entirety Article FIRST and inserting in lieu thereof the following new Article FIRST:

**"FIRST:** The name of the corporation (hereinafter called the "Corporation") is

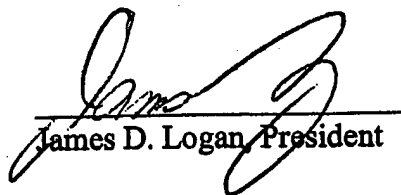
Gotuit Audio, Inc."

3. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of the aforesaid amendments without a meeting, without a vote and without prior notice and that written notice of the taking of such actions has been given in accordance with Section 228(d) of the General Corporation Law of the State of Delaware.

4. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Signed this \_\_\_ day of November, 2000.

By:

  
James D. Logan, President

Express Mail Label No.:  
Date of Deposit:



Attorney Docket No. 20618-011

## **INTELLECTUAL PROPERTY PURCHASE AND TRANSFER AGREEMENT**

This Agreement dated as of December 28, 2000 (the "Effective Date") between Gotuit Audio, Inc., a Delaware Corporation with its corporate headquarters at 300 Brickstone Square, Andover, Massachusetts ("ASSIGNOR") and Gotuit Media Corp., a Delaware corporation with its corporate headquarters at 300 Brickstone Square, Andover, Massachusetts ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner by assignment of certain patents and patent applications as described in Schedule 1 hereto (the "Patents") which relate to various systems and methods for video and audio control;

WHEREAS, ASSIGNOR is the owner of certain trademarks, including rights to any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications, as described in Schedule 2 hereto (the "Trademarks");

WHEREAS, ASSIGNOR is the owner of certain domain names as described in Schedule 3 hereto (the "Domain Names"); and

WHEREAS, ASSIGNEE desires to acquire, and ASSIGNOR desires to sell to ASSIGNEE the Patents, Trademarks and Domain Names, in exchange for a royalty free, fully paid up license set forth in a License Agreement dated as of December 31, 2000;

WHEREFORE, ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns, sells and transfers to ASSIGNEE, and its successors, assigns and legal representatives, (1) its entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the applications for United States Letters Patents and the United States Letters Patents listed in Schedule 1 attached hereto, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patents which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications; (5) its entire right, title and interest in the Trademarks, including all common law rights and goodwill of the business associated with the Trademarks; and (6) its entire right title and interest in the Domain Names.

ASSIGNOR hereby authorizes and requests the competent authorities to grant and to issue any and all such Letters Patents in the United States and throughout the world to the

ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patents issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patents and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further authorizes and requests the respective Trademark Office to record the ASSIGNEE as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee; and

ASSIGNOR further covenants, upon the request of ASSIGNEE, to promptly execute and deliver to ASSIGNEE any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

ASSIGNOR further sells, assigns, transfers and sets over unto ASSIGNEE any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the ASSIGNEE's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patents and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further authorizes and requests the respective Trademark Office to record the ASSIGNEE as the owner of the Trademarks and to grant any and all trademark registrations arising from the Trademarks to Assignee; and

ASSIGNOR further covenants, upon the request of ASSIGNEE, to promptly execute and deliver to ASSIGNEE any and all papers, instruments or affidavits required or useful to apply for, maintain, issue and enforce the Trademarks; and

ASSIGNOR further sells, assigns, transfers and sets over unto ASSIGNEE any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the ASSIGNEE's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

ASSIGNOR further agrees to provide a completed and executed Domain Name Transfer Form to ASSIGNEE and to provide all other documents necessary to transfer the Domain Names to ASSIGNEE.

ASSIGNOR: GOTUIT AUDIO, INC.

Date: 12-28-2000

By: [Signature]  
Signature of  
Title: JAMES LOGAN

~~Commonwealth of Massachusetts~~  
Connecticut

County of ~~Suffolk~~ FAIRFIELD

Subscribed and sworn to before me this 28<sup>th</sup> day of Dec., 2000

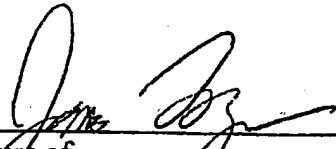
[Signature]  
Notary Public  
My commission expires \_\_\_\_\_

Phyllis G. Detwiler  
Notary Public

Phyllis G. Detwiler  
Notary Public  
Comm Exp 2/31/02

ASSIGNEE: GOTUIT MEDIA CORP.


Date: 12-28-2000

By:   
Signature of JAMES LOGAN  
Title

Commonwealth of ~~Massachusetts~~ CONNECTICUT

County of ~~Suffolk~~ FAIRFIELD

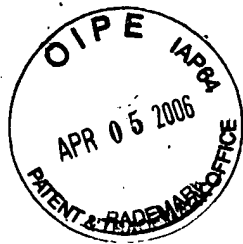
Subscribed and sworn to before me this 28<sup>th</sup> day of DEC. 2000

  
Notary Public  
My commission expires \_\_\_\_\_

TRADOC5:1404190.1(43H@011.DOC)

Phyllis G. Detwiler  
Notary Public  
Comm. Exp. 8/31/03





## SCHEDULE 1

DocketID	Title (Category)	SerialNo	FilingDate	PatentNo	IssueDate
96,900	Systems and Methods for Computer Enhanced Broadcast Monitoring (TV Markup)	08/723,641	10/03/1996	5,892,536	04/06/1999
97,001	Systems and Methods for Modifying Broadcast Programming (SongCatcher)	06/780,669	01/07/1997	6,088,455	07/11/2000
98,900	Systems and Methods for Computer Enhanced Broadcast Monitoring (TV Markup)	09/211,541	12/15/1998	5,986,692	11/16/1999
99,006	Electronic music and program storage, recognition, management and playback system (SongCatcher)	60/126,758	03/29/1999	Provisional Became A-006	
99,017	Advertising Supported Music Distribution System (SongFree)	60/162,110	10/29/1999	Provisional. To be filed as formal app.	
99,022	Apparatus and Methods for Broadcast Monitoring and for Providing Individual Programming (TV Markup)	PCT US99/01774 Published as WO 00/36775	01/27/1999	Pending in EPO	
99,022PC	Apparatus and Methods for Broadcast Monitoring and for Providing Individual Programming (TV Markup)	PCT US/01774	01/27/1999	pending	
A-005	Systems and Methods for Modifying Broadcast Programming (SongCatcher)	09/536,969	03/28/2000	pending	
A-006	Electronic music and program storage, recognition, management and playback system (SongCatcher)	US00/08823	03/29/2000	pending PCT	
A-023	Broadcast Television and Radio Recording, Editing and Playback Systems Using Metadata (TV Markup)		Provisional to be filed		
A-031	Juke Box for Live Radio Broadcasts (SongCatcher)		to be filed		

**SCHEDULE 2**

**Mark: GÖTUTT**  
**Appln. Ser. No. 75/828819**

### **SCHEDULE 3**

**Domain Name: GOTUIT.COM**

**This Page is Inserted by IFW Indexing and Scanning  
Operations and is not part of the Official Record**

**BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☒ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☒ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** \_\_\_\_\_

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.**